

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2022-18-T - ORDER NO. 2022-159

APRIL 4, 2022

IN RE: Application of All My Sons Moving &)	ORDER APPROVING
Storage of Charleston, LLC to Amend Tariff)	TARIFF AND BILL OF
and Bill of Lading)	LADING AMENDMENTS

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) by the Application of All My Sons Moving & Storage of Charleston, LLC (AMS Charleston) seeking approval to amend its tariff and bill of lading. We approve the application as set forth in this order.

II. FACTS AND PROCEDURAL HISTORY

The Commission originally granted AMS Charleston a Class E certificate approximately ten years ago, on August 8, 2012, in Order No. 2012-550. More recently, the Commission granted approval for the company to use an electronic bill of lading on September 16, 2020. In this docket, AMS Charleston filed an application on January 6, 2022, seeking a waiver of publication of the Notice of Filing in a newspaper, and asking to amend its tariff and bill of lading. AMS Charleston submitted a corrected amended tariff on January 20, 2022.

The South Carolina Office of Regulatory Staff (ORS), a party of record pursuant to section 58-41-10(B) of the South Carolina Code of Laws (Supp. 2021), notified the

Commission on January 7, 2022, Nicole M. Hair, Esquire, would appear on behalf of the ORS in this docket.

On January 20, 2022, the Commission took action to grant the request of AMS Charleston to waive publication in newspapers and to provide notice by posting the notice on the Commission's website and in the docket management system. *See* Order No. 2022-43.

On January 20, 2022, the Clerk's Office prepared and posted a Notice of Filing in this docket, designating the proposed changes as follows:

Proposed Changes

Page 1, Section I – Rates increased for both Off-Peak and Peak periods.

Page 1, Section I – Note #1 – removed tier seasonal rate to flat \$50 rate.

Page 2, Section I – Note #2 – decreased from hourly rate to flat \$50 rate.

Page 2, Section I – Note #4- decreased labor minimum charge from 4 to 3 hours on weekends and holidays, and 2 hours for weekdays.

Page 2, Section II – Fuel Surcharge – increased 2%.

Page 3, Section III – Packing Containers (Material Prices) – deleted sentence "Packing Containers/Material will be charged at Market Value price, plus 25%." Added a table listing the prices of packing containers and supplies

Page 7 – Added new page entitled "CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING"; and changed claim filing from 9 months to 30 days.

Made several non-substantive language changes and corrected several typographical errors.

The Notice directed anyone wishing to intervene to do so by February 25, 2022. No party intervened.

On February 25, 2022, ORS filed a letter notifying the Commission it had reviewed the company's application. ORS noted:

ORS conducted a compliance review of AMS Charleston on February 11, 2022, and found them to be in compliance with Commission rules and regulations. . . . ORS has received three (3) consumer complaints related to AMS Charleston in the past twelve months, two (2) of

which concerned unregulated matters. After an investigation into the third complaint, ORS determined that the complaining customer had been charged correctly. . . . AMS Charleston is in compliance with Annual Report and Gross Receipt filing requirements.

ORS also provided the following chart regarding the increase in rates and charges AMS

Charleston proposes:

	Description	Unit	Approved Rate	Proposed Rate	Increase Amount	% Increase
Rates Per Hour Off-Peak/Weekday	Rate per two movers, residential	Per Hour	\$119.00	\$129.00	\$10.00	8.40%
	Rate per three movers, residential	Per Hour	\$149.00	\$169.00	\$20.00	13.42%
	Rate per four movers, residential	Per Hour	\$179.00	\$199.00	\$20.00	11.17%
Rates Per Hour Off-Peak/Weekend	Rate per two movers, residential	Per Hour	\$129.00	\$139.00	\$10.00	7.75%
	Rate per three movers, residential	Per Hour	\$159.00	\$179.00	\$20.00	12.58%
	Rate per four movers, residential	Per Hour	\$189.00	\$209.00	\$20.00	10.58%
Rates Per Hour Peak/Weekday	Rate per two movers, residential	Per Hour	\$129.00	\$139.00	\$10.00	7.75%
	Rate per three movers, residential	Per Hour	\$169.00	\$179.00	\$10.00	5.92%
	Rate per four movers, residential	Per Hour	\$199.00	\$219.00	\$20.00	10.05%
Rates Per Hour Peak/Weekend	Rate per two movers, residential	Per Hour	\$139.00	\$149.00	\$10.00	7.19%
	Rate per three movers, residential	Per Hour	\$179.00	\$199.00	\$20.00	11.17%
	Rate per four movers, residential	Per Hour	\$209.00	\$239.00	\$30.00	14.35%
	Additional Man	Each Per Hour	\$45.00	\$50.00	\$5.00	11.11%
Other Charges	Fuel Surcharge	Per Job	12%	14%	2%	16.67%
Packing Materials	Carton 1.5	Each	Market plus 25%	\$4.50	N/A	N/A
	Carton 3.0	Each	Market plus 25%	\$5.50	N/A	N/A
	Carton 4.5	Each	Market plus 25%	\$6.50	N/A	N/A
	Dishpack	Each	Market plus 25%	\$17.50	N/A	N/A
	Mirror Carton (4pcs)	Each	Market plus 25%	\$17.50	N/A	N/A
	Wardrobe	Each	Market plus 25%	\$17.50	N/A	N/A
	Carpet Shield (Per Roll)	Per Roll	Market plus 25%	\$100.00	N/A	N/A
	Mattress Bag	Each	Market plus 25%	\$12.00	N/A	N/A
	TV Box	Each	Market plus 25%	\$35.00	N/A	N/A
	Newsprint	Per Bundle	Market plus 25%	\$35.00	N/A	N/A
	Shrink Wrap	Per Roll	Market plus 25%	\$25.00	N/A	N/A
	Tape	Per Roll	Market plus 25%	\$5.50	N/A	N/A
	Paper Pads	Each	Market plus 25%	\$4.50	N/A	N/A

On March 2, 2022, counsel for AMS Charleston filed correspondence with the Commission providing the following explanation for the company's request to amend the tariff and bill of lading.

The proposed increased rates and charges are due to increases in labor costs, pricing models of competitors, and the increased demand for more materials. . . . It is a well-known fact that the United States is in an unusual inflationary period. . . . Also, the truck driver shortage both before and since the pandemic has been widely reported,

thereby requiring movers to continually increase wages. . . . Finally, the proposed increases in rates and charges in the proposed Tariff and Bill of Lading contain non-substantive language changes and the correction of several typographical errors.

On March 10, 2022, the Commission took action to approve the request of AMS Charleston to amend its tariff and bill of lading.

III. LAW

The Commission is specifically authorized to regulate carriers of household goods, and to set their rates and charges: “[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.” S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: “[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier The rates once established remain in effect until such time when the commission determines the rates are unreasonable.” § 58-23-1010.

The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.

As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

S.C. Code of State Regulations 103-191 (2012).

“Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N . . . shall be just and reasonable.” Reg. 103-192. Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge . . . a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198.

Every motor carrier of property operating under a Certificate of PC&N and FWA shall provide safe and adequate service, equipment, and facilities for the transportation of property, and shall establish, observe, and enforce just and reasonable regulations and practices relating thereto and to the manner and method of presenting, marking, packing, and delivering property for transportation, the facilities for transportation, and all other matters relating to or connected with the transportation of property.

S.C. Code Ann. Regs. 103-195.

In the exercise of its power to prescribe just and reasonable rates for the transportation of passengers or property by common carriers operating under a Certificate of PC&N, the Commission may give due consideration, among other factors, to the need in the public interest of adequate and efficient transportation service by such carriers at the lowest cost consistent with the furnishing of such service and to the need of such carriers for revenues sufficient to enable them, under economical and efficient management, to provide such service.

S.C. Code Ann. Regs. 103-194.

Regulation 103-159 lists the information a motor carrier of household goods must include

in its bill of lading:

1. The name of issuing carrier;
2. The date the shipment was received by the carrier;
3. The name and address of the consignor/shipper;
4. The points of origin and destination;
5. The name and address of the consignee/receiver;
6. Declaration of valuation (motor carriers of household goods);
7. The weight by certified public scale, volume, or measurement of the property tendered and received for transportation according to the lawfully applicable rates and charges shown separately by classification;
8. If it relates to a C.O.D. shipment, the amount of the C.O.D. and the name of the individual, corporation, or association who is actually to pay the C.O.D.;
9. Public Service Commission identification number;
10. Financial responsibility information as to insurance coverages;
11. The number of the bill of lading, as numbered consecutively in each motor carrier's own series at the time of printing;
12. Any accessorial or additional service charges in detail, giving size, and kind of equipment, the number of men and total hours of extra labor, and equipment services provided;
13. Rate per hundred weight or rate per hour, whichever is applicable (motor carriers of household goods); and
14. Base liability amount of the carrier for its cargo.

All holders of Certificates of PC&N and FWA, upon receipt of freight, shall issue and deliver, or cause to be issued and delivered, to the shipper a bill of lading or other documentation approved by the commission. A combination bill of lading and freight or expense bill or invoice may be issued if it shows all of the information required in 103-159. All bills of lading shall comply with, be governed by, and have the consequences stated in the Uniform Commercial Code of South Carolina and any other applicable and effective provisions of the statutes. All carriers, shippers, consignees, and any lease operators involved in a shipment shall keep a copy of the bill of lading for a minimum of three years.

S.C. Code Ann. Regs. 103-158.

The South Carolina UCC, referenced in the above regulation, defines “record” as both a tangible record and an electronic one: “‘Record’ means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.” S.C. Code Ann. § 58-1-201 (31).

A bill of lading must accompany each shipment:

Each shipment by a freight carrier holding a Certificate of PC&N or FWA must be accompanied by the bill of lading relating thereto or some other procedure authorized by the commission. If two or more trucks are used to transport a single shipment, a separate bill of lading or descriptive instrument must accompany the portion of the shipment contained in each of the trucks and each such bill of lading or descriptive instrument must show, with respect to that portion of the shipment which it accompanies, all information required by 103-159, and must refer specifically to the bill of lading which covers the entire shipment.

S.C. Code Ann. Regs. 103-162.

IV. ANALYSIS

After a review of the justification submitted by the applicant and a review of the application and the law, we approve the application as reasonable. As to the increase in rates and charges, AMS Charleston provided sufficient information to justify its request. As to the bill of lading, AMS Charleston seeks to clarify that the bill of lading will be provided to customers in electronic format. This is in keeping with the Commission's decision in Order No. 2022-43 to allow the company to use an electronic bill of lading. In addition, the company proposes changing the time a customer must make a claim for damages from nine months to thirty days, which we find reasonable.

ORS advised the Commission the company is in compliance with all Commission rules and regulations. The three complaints ORS received were regarding matters outside the purview of the Commission or were deemed not to be the fault of the company.

V. FINDINGS OF FACT

1. We find AMS Charleston provided justification to the Commission for the request to amend its tariff and bill of lading.

2. ORS determined AMS Charleston is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements.

3. After review of the entire record, we find the proposed amendments to the tariff and bill of lading submitted by AMS Charleston are reasonable.

VI. CONCLUSIONS OF LAW

1. The Commission has the authority to approve amendments to a motor carrier's tariffs as set forth in section 58-23-1010 of the South Carolina Code of Laws and Regulation 103-191 of the South Carolina Code of State Regulations.

2. The proposed amendments to the tariff and bill of lading are reasonable pursuant to section 58-23-1010 and Regulations 103-191, 103-192.

VII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED THAT:

1. The Application of All My Sons Moving & Storage of Charleston, LLC to amend its tariff and bill of lading is granted.

2. A copy of the Amended Tariff is attached hereto as Order Exhibit No. 1.

3. A copy of the Amended Bill of Lading is attached hereto as Order Exhibit No. 2.

4. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina

AMS TARIFF NO. 1

All My Sons Moving & Storage of Charleston, LLC

**JOINT AND LOCAL RATES
APPLYING ON**

HOUSEHOLD GOODS

**TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA
HOUSEHOLD GOODS TARIFF**

EFFECTIVE DATE:

ISSUED BY:

All My Sons Moving & Storage of Charleston, LLC

All My Sons Moving & Storage of Charleston, LLC

AMS TARIFF NO. 1

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All My Sons Moving & Storage of Charleston, LLC

I. Packing/Moving/Labor Rates: (Hourly rate will begin at arrival at origin until loading complete, then resume at arrival at destination until crew completed.)

A. October 1 through March 15 (Off Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$169.00
Van + 4 men	\$199.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$209.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

B. March 16 through September 30 (Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$219.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$149.00
Van + 3 men	\$199.00
Van + 4 men	\$239.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

Notes:

1. \$50 charge per additional man.
2. \$50 charge per additional van.
3. 2-hour labor minimum on all weekday moves.
4. 3-hour labor minimum on off peak and peak weekends and holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Charleston office / warehouse.
6. Round trip travel time will be charged for any move traveling more than 50 miles one way from the office in Charleston. Round trip travel time is calculated by dividing the actual mileage traveled (miles from warehouse to origin to destination and back to warehouse) by 50 and multiplying by applicable hourly rate. (e.g., 150 miles traveled / 50 = 3 x \$129 (off peak weekday van + 2men) = round trip travel charge of \$387.00).
7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
8. A charge of \$75.00 will be applied for each additional stop other than the final destination.
9. For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
 - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
 - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
 - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
 - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
11. Overnight truck storage fee is \$250, per truck, per day.

II. Fuel Surcharge

A fuel surcharge of 14% of the total charges (labor travel and materials) will be added to each bill.

III. Packing Containers (Material Prices)

Carton 1.5	\$4.50	Mattress Bag (each)	\$12.00
Carton 3.0	\$5.50	TV Box	\$35.00
Carton 4.5	\$6.50	Newsprint (per bundle)	\$35.00
Dishpack	\$17.50	Shrink wrap (per roll)	\$25.00
Mirror Carton (4pcs)	\$17.50	Tape (per roll)	\$5.50
Wardrobe	\$17.50	Paper Pads	\$4.50
Carpet Shield (per roll)	\$100.00		

IV. Bulky Items

Motorcycles	\$80.00
Piano / Pipe organ 400 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

VI. Rules and Regulations**A. Claims**

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

B. Computing Charges

1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section plus additional charges for packing containers, storage, fuel, and bulky items as providing in Sections II, III, IV and V.
2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the Bill of Lading.

C. Governing Authorities

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of tis tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

D. Items of Particular Value

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession.

E. Bill of Lading, Contract Terms and Conditions

1. Each customer will be provided with an electronic copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is set forth below and its terms are incorporated by reference as if they were repeated verbatim here.

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3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.



NOTICE
LIMITATION OF LIABILITY ON
PRESSBOARD, PARTICLE BOARD AND/OR
ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee: _____

Date: _____



Customer Checklist

***** Customer Please Read Carefully, This for your Protection!*****

1. **Items Left:** *All My Sons Moving & Storage cannot be held responsible for items left at residence after loading.* It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** _____
2. **Packed By Owner or "PBO":** *Damages incurred to "PBO" items can not be compensated in the event of a claim* as we did not pack theses items & are unaware of their existing condition. **Initial:** _____
3. **Valuables:** *Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck.* Please carry these items with you to protect their value. **Initial:** _____
4. **Appliances:** *All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical items.* Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and Procedures. **Initial:** _____
5. **Electronics:** All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate. **Initial:** _____
6. **Firearms/Chemicals:** *We are PROHIBITED BY LAW from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind.* All these items the customer is responsible for moving. **Initial:** _____
7. **Walls, Banisters, floors, ceiling, etc:** *While attempting to move any furniture or other items into or out of any area of the home or property, where there is potential insufficient space to do so, the customer hereby accepts all responsibility for any piece, and any damage which may occur.* **Initial:** _____
8. **Payment:** *All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing.* We accept Cash and Major Credit and Debit Cards: **Initial:** _____
9. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article.** **Initial:** _____

Customer Signature: _____ **Date:** _____

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

SECTION 1: The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. Shipper's or consignor's and/or consignee's liability shall include the following:

- (a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. **SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS MOVING & STORAGE OF CHARLESTON, LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN CHARLESTON COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.**

NOTICE

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. *When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.*

☐ **Option 1** I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.

☐ **Option 2** I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).

☐ **Option 3** I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.

NAME OF SHIPPER, OWNER OR CONSIGNEE

DATE

SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE